

Number of)
Company) 2660338

The Companies Act 1985

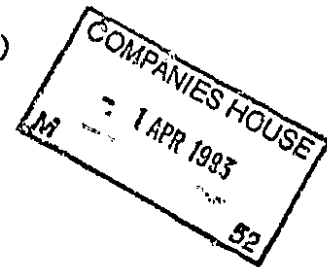
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

(Pursuant to s. 378 of the Companies Act 1985)

OF

W.H. ESTATES LIMITED



Passed

At an EXTRAORDINARY GENERAL MEETING of the above named Company, duly convened, and held at Hulford Lane, Hartley Wintney, Basingstoke, Hampshire RG27 8AG on 22 March 1993 the following SPECIAL RESOLUTION was duly passed:

RESOLUTION

"That the Memorandum and Articles of Association now produced to the Meeting and initialled by the Chairman for the purpose of identification be and the same are adopted as the Memorandum and Articles of Association of the Company in replacement and to the entire exclusion of those at present in force."

CHAIRMAN

Peter Slit

Filed by:-
Pamil Corporate Services Limited
12 Southgate Street
Winchester
Hampshire
SO23 9EF

Note:- To be filed within 15 days after the passing of the Resolution.

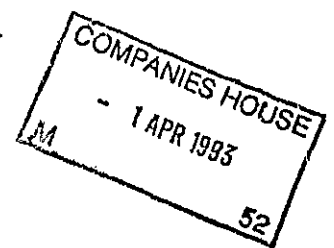
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THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF



W.H. ESTATES LIMITED

(as adopted by Special Resolution passed on 22nd March 1993)

- 1.* The Name of the Company is W.H. ESTATES LIMITED
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
 - (1) (a) To carry on business as a general commercial Company; to acquire by purchase, lease, concession, grant, licence or otherwise, such lands, buildings, leases, underleases, rights, privileges, stocks, shares and debentures in public or private Companies, corporate or incorporate, policies of insurance and such other property, real or personal and rights and interest in property as the Company shall deem fit, and may acquire the same for purposes of investment and with a view to receiving the income therefrom, or may deal or traffic in lands, buildings, leases, underleases, stocks, shares, debentures or other of its property real or personal or assets.

- * The name of the Company was changed from Euroash Properties Limited on 17 December 1991.

(b) To carry on the business of land development and to buy, take on lease, or otherwise acquire, and to sell, let on lease, or otherwise turn to account lands and buildings and any rights and privileges connected therewith and in particular to develop any such lands by laying out, constructing and maintaining roads, sewers, drains and waterworks and by erecting buildings thereon and laying out parks, gardens, sports and recreation grounds and providing other amenities and conveniences.

(c) To enter into agreements with builders, contractors, agents, tenants and purchasers, and to advance money to builders and others on the security of lands with or without buildings erected thereon and to guarantee and secure the repayment of money borrowed from building societies or others on the security of lands with or without buildings erected thereon and to carry on the business of builders, contractors, decorators, builders' merchants, carriers, house and estate agents, auctioneers, surveyors and valuers and every other business connected with the building trade.

(d) To undertake the management and administration of flats, maisonettes, dwellinghouses, shops, offices, and other accommodation and to provide such services for the tenants and residents thereof and to carry out such reconstruction, renewal, repairs, maintenance or renovations thereto as may be necessary or desirable.

(e) To manage any land, buildings, or other property, and to collect rents and income, and to supply to lessees, residents, tenants, occupiers and others, heating, lighting, cleaning, gas, water and electricity and other necessary services, refreshments, attendants, messengers, waiting rooms, reading rooms, meeting rooms, gardens, conveniences, lifts, garages, and other advantages and amenities and to maintain the same and in connection therewith to engage and employ such servants, gardeners, and other persons.

(2) To carry on any other business which may appear to the Company capable of being conveniently or advantageously carried on in conjunction with the above objects, or as ancillary to any of the foregoing businesses, or likely to be profitable to the Company.

(3) To promote any other company or companies for the purpose of acquiring all or any of the property and undertaking and of the liabilities of the Company, or any other purpose which may appear likely to assist or benefit the Company.

(4) To purchase, take on lease, take options over or by any other means acquire any freehold, leasehold or real or personal property of any and every kind for any estate or interest whatever, and any rights and privileges of any kind or in respect of any real or personal property.

(5) To purchase or otherwise acquire all or any part of the property, business assets, goodwill and liabilities of any person, society, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on and any business similar to the Company's business which may be conveniently or advantageously carried on or combined with them or may be calculated directly or indirectly to enhance the value or render more profitable any of the Company's property and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, society, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, society, firm or company, and to give or accept by way of consideration for any of the acts, or things aforesaid or property acquired, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(6) To construct, erect, procure, lay down, alter, repair, renovate, improve, develop, exchange, rent, let on lease and maintain any property, buildings, works, and machinery necessary or desirable for the Company's business and to mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the aforesaid property, buildings, works and machinery and any rights of the Company both real and personal.

(7) To enter into any arrangement with any Governments or Authorities (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or Authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(8) To pay out of capital and debit to capital account the interest on any debentures, or other obligations of the Company and to pay interest on the paid-up share capital of the Company, and to charge the same to capital as part of the cost of construction of any works constructed or carried out by the Company.

(9) To apply for, obtain, register, purchase or by any means acquire and protect, prolong, extend and renew whether in the United Kingdom or elsewhere any patents, patent rights, trade marks, copyrights, names, designs, rights of publication or other rights, licences, brevets d'invention, secret processes of the Company, and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon testing and improving any patents, invention or rights which the Company may acquire or propose to acquire.

(10) To apply for, promote and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade and Industry or other Authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(11) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other Company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(12) To enter into any arrangements or contract with any person, firm, or company for carrying on the whole or any part of the business of the Company, and to fix and determine the remuneration which may be by way of money payment, allotment of shares (either fully or partly paid) or otherwise.

(13) To sell, dispose of, lease, transfer and/or otherwise deal with the business, property and undertaking of the Company or any part thereof in consideration of payment in cash, or in shares, or debentures or upon such terms or for such other consideration as the Company shall deem fit.

(14) To remunerate any person, firm or company rendering services to the Company, by payment in cash or by the allotment to him or them of shares or other securities of the Company credited as paid up in full, or otherwise as may be deemed expedient, and to indemnify members of the Company or other persons who undertake any liability on its behalf.

(15) To invest the monies of the Company not immediately required for any other purpose of the Company by the purchase of the shares or securities of any company or by the purchase of any interest in land or buildings or in such other manner as shall from time to time be determined either with or without security.

(16) To lend and advance money or give credit in such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become surety for any persons, firms or companies.

(17) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(18) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing, by mortgage, charge, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which become binding on it.

(19) To guarantee the payment of any debenture, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, firm or company having for its objects similar objects to those of this Company or any of them.

(20) To guarantee either by personal obligation or by mortgaging or charging all or any part of the undertaking property and assets both present and future and uncalled capital of the Company, or by both such methods, the performance of any contract or obligation of any person, firm or company whatsoever.

(21) To give any such guarantees, indemnities and/or security either with or without the Company receiving any consideration or advantage (direct or indirect) for giving such guarantee, indemnity and/or security.

(22) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding Company of the Company or subsidiary of such holding Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary and to the wives, widows, husbands, widowers, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, husbands, widowers, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(23) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

(24) To insure any servant of the Company against death or accident.

(25) To distribute among the Members of the Company in kind any property of the Company of any kind.

(26) To procure the Company to be registered or recognised in any part of the world.

(27) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing same.

(28) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through agents or otherwise and either alone or in conjunction with others.

(29) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

(30) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, and to contract with any person, firm or Company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares or other securities of the Company.

And it is hereby declared that the objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers

thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate Company.

4. The liability of the Members is limited.
5. The Authorised Share Capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.

WE the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

NUMBER OF SHARES
TAKEN BY EACH
SUBSCRIBER

WILDMAN & BATTELL LIMITED
Bridge House
181 Queen Victoria Street
London
EC4V 4DD

One

K Skeoch on behalf of Wildman & Battell Limited

SAME-DAY COMPANY SERVICES LIMITED
Bridge House
181 Queen Victoria Street
London
EC4V 4DD

One

B Hicks on behalf of Same-Day Company Services Limited

Dated the 29 day of October 1991

WITNESS to the above signatures:-

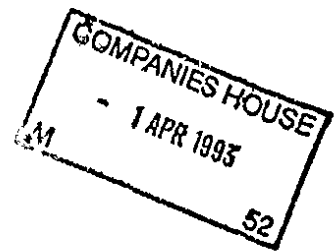
ALAN WULBERN
101 Marshall Close
New Southgate
London
N11 1TG

Search Manager

Pete Smith

THE COMPANIES ACTS 1985 TO 1989

A PRIVATE COMPANY LIMITED BY SHARES



ARTICLES OF ASSOCIATION OF

W.H. ESTATES LIMITED

(as adopted by Special Resolution passed on 22nd March 1993)

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying

the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated or any increased share capital at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

3. (a) The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable

by him or his estate to the Company, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

(b) Clause 8 in Table A shall be modified accordingly.

GENERAL MEETINGS AND RESOLUTIONS

4. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.
5. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.
6. (a) At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by any Member present in person or by proxy.

(b) Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority and an entry to that effect made in the Book containing the Minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

(c) The demand for a poll may be withdrawn.

APPOINTMENT OF DIRECTORS

7. (a) Clause 64 in Table A shall not apply to the Company.

(b) The number of Directors shall be determined by the Company in General Meeting but unless and until so fixed the number of Directors may be one but shall not be more than ten.

(c) A Director shall not require any share qualification, but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

(d) In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A, being one, a sole Director shall have authority to exercise all the powers and discretions in Table A or these Articles expressed to be vested in the Directors generally.

(e) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

BORROWING POWERS

8. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

9. (a) A Director may at any time appoint any other person (whether a Director or Member of the Company or not) to act as Alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such appointment.

(b) An Alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of these presents with regard to Directors. An Alternate Director shall subject to his giving to the Company an address at which notices may be served upon him be entitled to receive notices of all Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed (except as regards the power to appoint an Alternate Director).

(c) An Alternate Director shall ipso facto cease to be an Alternate Director if his appointor ceases for any reason to be a Director.

(d) When a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointor such Alternate Director shall have one vote in addition to his vote as Director.

(e) Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment or by cable, telegram, telex or facsimile or in any other manner approved by the Directors. Any cable, telegram, telex or facsimile shall be confirmed as soon as possible by letter. Such instrument shall only take effect on the service thereof at the registered office of the Company, but may be acted upon by the Company meanwhile.

(f) The remuneration of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

(g) A Director shall not be liable for the acts and default of any Alternate Director appointed by him.

(h) An Alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being, but shall be counted for the purpose of reckoning whether a quorum is present at any Meeting of the Directors attended by him at which he is entitled to vote.

PROCEEDINGS OF DIRECTORS

10. (a) A Director may vote, at any Meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the Meeting.
- (b) Clauses 94 and 95 shall not apply to the Company.

QUORUM OF DIRECTORS

11. The Directors may from time to time fix a quorum necessary for the transaction of business at Meetings of the Directors and unless so fixed the quorum shall be two except it shall be one when:
- (a) the number of Directors is one without contravention of Article 7 hereof, or
- (b) the only business of the Meeting is to convene a Meeting of the Members.

THE SEAL

12. (a) If the Company has a Seal it shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director. The obligation under Clause 6 of Table A relating to the Sealing of Share Certificates shall apply only if the Company has a Seal. Clause 101 of Table A shall not apply to the Company.
- (b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official Seal for use abroad, and such powers shall be vested in the Directors.

INDEMNITY

13. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Clause 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES

14. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

15. The right to transfer shares is restricted in manner hereinafter provided.

(a) A share may be transferred by a Member or other person entitled to transfer to any Member selected by the transferor; but save as provided by Sub-clauses (d) or (f) hereof, no share shall be transferred to a person who is not a member so long as any member is willing to purchase the same at a fair value.

(b) Except where the transfer is made pursuant to Sub-clauses (a), (d) or (f) hereof, the person desiring to transfer any share or shares (hereinafter called 'the proposing transferor') shall give written notice (hereinafter called 'a transfer notice') to the Company of such desire. The transfer notice may include one or more shares and shall have effect as if it were a separate notice in respect of each but may contain a provision that unless all the shares comprised in the transfer notice are sold by the company pursuant to this Clause, none shall be so sold and any such provision

shall be binding on the Company. A transfer notice shall constitute the Company agent of the proposing transferor for the sale of the share or shares to any one or more members of the Company willing to purchase the same (hereinafter called 'the purchasing member') at the fair value to be certified in writing by the Company's Auditor, acting as an expert and not as an arbitrator. °

(c) If the Company shall find one or more purchasing members within twenty eight days after being served with a transfer notice and shall inform the proposing transferor thereof, the latter shall, upon payment of the fair value in accordance with Sub-clause (b) hereof, be bound to transfer the share or shares to such purchasing members.

(d) If the company shall not, within twenty eight days of being served with a transfer notice, find a purchasing member or members and inform the proposing transferor thereof, the latter shall at any time within three months thereafter be at liberty, subject to sub-clause (g) hereof, to sell and transfer the shares (or such of them as are not placed) to any person at a price not less than that arrived at under sub-clause (b) hereof. Where the proposing transferor wishes to sell and transfer any shares at a price less than as arrived at under sub-clause (b) hereof, provision of sub-clause (e) shall re-apply.

(e) Where, under sub-clause (d), the proposing transferor wishes to sell and transfer shares at a price less than as arrived at under sub clause (b) hereof, such shares shall be specified in a transfer notice and offered to all members of the company (other than the proposing transferor). Those members wishing to acquire any or part of the shares will be offered shares in such proportions as they may agree to or in the absence of such agreement the shares will be offered in proportion to the existing shareholdings of those members wishing to take further shares, until the total number of shares is allocated, or each purchasing member has been allocated such shares as he is willing to accept.

(f) On the death of a Member any shares registered in the name of such member may be registered in the names of the personal representatives if they shall so notify the Directors that this is required for the administration of the deceased member's estate. The personal representative shall not however dispose of such shares other than pursuant to the terms of sub-clause (a) hereof, unless a 'transfer notice' shall first be given to the Company pursuant to sub-clauses (b), (c), (d) and (e) hereof.

(g) The Directors may refuse to register any transfer of a share:

(i) where the Company has a lien on the share; or

(ii) where the Directors are of the opinion that it is undesirable to admit the proposed transferee to membership.

But this provision shall not apply where the proposed transferee is already a member nor to a transfer made pursuant to sub-clause (f) hereto.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

WILDMAN & BATTELL LIMITED
Bridge House
181 Queen Victoria Street
London
EC4V 4DD

K Skeoch on behalf of Wildman & Battell Limited

SAME-DAY COMPANY SERVICES LIMITED
Bridge House
181 Queen Victoria Street
London
EC4V 4DD

B Hicks on behalf of Same-Day Company Services Limited

Dated the 29 day of October 1991.

WITNESS to the above signatures:-

ALAN WULBERN
101 Marshall Close
New Southgate
London
N11 1TG

Search Manager